

David E. Rosen (State Bar No. 155385)
drosen@murphyrosen.com
Anujan Jeevaprakash (State Bar No. 329397)
ajeevaprakash@murphyrosen.com
MURPHY ROSEN LLP
100 Wilshire Boulevard, Suite 1300
Santa Monica, California 90401-1142
Telephone: (310) 899-3300
Facsimile: (310) 399-7201

Attorneys for Plaintiff

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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Mejia, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MT. MITCHELL SALES, LLC D/B/A
MT. MITCHELL FOODS, LLC, a
Wyoming Limited Liability
Company,

Plaintiff,

vs.

FINAL BOSS SNACKS, INC., a
Delaware corporation; SCIENCE INC.,
a corporation, and DOES 1 through 10,

Defendants.

CASE NO. **25SMCV04705**

**COMPLAINT FOR DAMAGES
FOR:**

- 1. Breach of Contract**
- 2. Tortious Interference with Contract**

DEMAND FOR JURY TRIAL

Plaintiff Mt. Mitchell Foods, LLC, hereby alleges as follows:

THE PARTIES

1. Plaintiff Mt. Mitchell Sales, LLC d/b/a Mt. Mitchell Foods, LLC (“Mt. Mitchell”) is a limited liability company organized under the laws of Wyoming with its principal place of business in Charlotte, North Carolina.

2. Mt. Mitchell is informed and believes that defendant Final Boss Snacks, Inc. (“Final Boss”) is a corporation organized under the laws of Delaware with its principal place of business in Santa Monica, California.

3. Mt. Mitchell is informed and believes that defendant Science Inc. is a corporation with its principal place of business in Santa Monica, California.

4. Mt. Mitchell is informed and believes, and on that basis alleges, that the Defendants designated herein as DOES 1 through 10, inclusive, are individuals or entities whose identities are unknown to the Mt. Mitchell at this time, but who are responsible for the acts and omissions alleged herein. Mt. Mitchell will seek leave to amend this Complaint to insert the true names and capacities of these defendants when they are ascertained.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action because the Defendants reside in Santa Monica, California, which is within the County of Los Angeles and the amount in controversy exceeds the jurisdictional threshold.

6. Venue is proper in this Court because the Defendants reside in this county, and a substantial part of the events giving rise to this claim, including the formation and execution of the contract and subsequent breach, occurred in this county.

GENERAL ALLEGATIONS

7. On or about January 1, 2025, Mt. Mitchell and Final Boss entered into a Manufacturing Contract and Addendum A thereto (“the Contract”) for the production, manufacture, and packaging of Final Boss’s sour snack products. A true and correct copy of the Contract is attached hereto as **Exhibit A**. The Contract was the second contract between the parties; the first covering the year 2024.

8. Final Boss was formed on July 26, 2023, and Mt. Mitchell first began working with Final Boss in November 2023. As a new company, Final Boss lacked the experience and expertise necessary to operate a food production company. Mt. Mitchell provided significant assistance to Final Boss to ensure the project could proceed. This included, but was not limited to, providing guidance on regulatory requirements, helping source materials, and assisting with operational logistics, all of which were beyond the scope of a standard manufacturing contract.

9. Pursuant to the Contract, Mt. Mitchell agreed to produce, deliver, and sell the goods at the prices specified in Addendum A, including:

- o Cranberry: \$0.50 per 1oz unit;
- o Blueberry: \$0.72 per 1oz unit;
- o Strawberry: \$0.78 per 1oz unit;
- o Strawberry Mango: \$2.15 per 3.52oz bag; and
- o Mango Dippers: \$2.03 per 3.52oz bag.

10. The Contract's payment terms required a 50% prepayment upon issuance of a purchase order, with the balance due upon completion of the finished goods. The Contract also provides that if any invoice is not paid when due, interest will be added at 1.5% per month.

11. In order to perform the production, manufacture, and packaging services set forth in the Contract, Mt. Mitchell invested in excess of \$1 million in infrastructure and equipment to meet the specific needs of Final Boss. Mt. Mitchell also opened up a separate facility just to support Final Boss. To ensure that Mt. Mitchell was able to recover its investment, the Contract requires Final Boss to commit to purchase 5 million pouches of product in 2025. If the total purchases fall short, Final Boss must deposit with Mt. Mitchell \$0.25 per pouch for the shortfall. The Contract further provides that if Final Boss terminates the Contract other than for a default by Mt. Mitchell (which did not occur here), Final Boss must pay a cancellation fee equal to 50% of the outstanding balance that would be due on the remaining 5 million pouch purchase commitment.

12. Mt. Mitchell performed all of its obligations under the Contract, including the production and manufacturing of the goods and providing storage for the finished products. In fact, Mt. Mitchell went above and beyond its obligations under the Agreement by advising the principals of Final Boss—who seemed to have little knowledge of the production, manufacturing and packaging process—about the intricacies of the process, and providing far more “hand holding” than Mt. Mitchell is typically required to provide. Mt. Mitchell introduced Final Boss to key vendors for bags, poly film, shipping boxes, retail boxes, and freight carriers. Mt. Mitchell also introduced Final Boss to a laboratory that could generate accurate nutritional panels.

13. Once production began, Final Boss would come up with new ideas for product flavors, but had no idea how to commercialize the new products. Though well outside the scope of the Contract, Final Boss looked to Mt. Mitchell to commercialize the new product. As late as August 2025, Final Boss presented Mt. Mitchell with a new product flavor asking Mt. Mitchell to commercialize the product. Mt. Mitchell did so, and Final Boss congratulated Mt. Mitchell on a “great job.” This new product is among the various products that Final Boss has failed to pay for.

14. On September 3, 2025, Final Boss purported to terminate the Contract. Though Final Boss claims that it terminated the Contract based on Mt. Mitchell’s default, this assertion is false, as a wealth of contemporaneous documents establish. Instead, the allegation that Mt. Mitchell defaulted is made solely in an effort to avoid paying the cancellation fee that Final Boss is required to pay. Indeed, less than two weeks before the purported termination, Final Boss praised Mt. Mitchell’s performance, acknowledging in writing that Mt. Mitchell’s work had “been crucial [in] getting us here, we never overlook that. We’re gonna need you,” and describing the partnership as “fruitful.”

15. And only a few months before that, Final Boss completed a customer review that found the product defect rate was very low, and caused Final Boss to conclude that there were no “actionable” items resulting from the review.

1 16. These are just two examples of a constant stream of emails and texts from
2 Final Boss giving accolades to Mt. Mitchell. In fact, as a “thank you” for the work Mt.
3 Mitchell was doing for Final Boss, Mt. Mitchell’s principal, Jeff Eckert, was given
4 50,000 advisory share options in Final Boss.

5 17. In the months leading up to Final Boss’s purported termination of the
6 Contract, some issues had arisen between Mt. Mitchell and Final Boss concerning
7 regulatory compliance. Food manufacturing and packaging is a heavily regulated
8 industry and many rules must be followed, with substantial consequences for failure to
9 do so. When Mt. Mitchell raised some of these issues, Final Boss seemed unconcerned
10 and wanted to push forward notwithstanding Mt. Mitchell’s valid concerns. Though the
11 parties were able to work through these issues, by May 2025, these regulatory issues
12 created a certain amount of friction in what was otherwise a good working relationship.

13 18. Mt. Mitchell is informed and believes that the true reason Final Boss seeks
14 to terminate the Contract is so that it can hire a new packer that is willing to be complicit
15 in Final Boss’s desire to cut corners on regulatory compliance issues. Specifically, Mt.
16 Mitchell is informed and believes that Final Boss is now using a packer called Petipet—a
17 packer that specializes in making dog treats. Unlike human food, the manufacturing and
18 packaging of pet food is not a heavily regulated industry. Furthermore, when Final Boss
19 first stated its intention to terminate the Contract (just days before it sent a termination
20 letter) Final Boss could not articulate a reason for the decision, stating only that the
21 Board had decided to move in a different direction. In fact, in the weeks preceding the
22 termination, Final Boss had confirmed in writing its commitment to the Contract.

23 19. As of the end of August 2025, Final Boss had failed to meet its Annual
24 Minimum Purchase Commitment for 2025, and was short by 2,833,988 pouches. The
25 average cost of the products on Addendum A to the Contract is \$1.52. Using this figure,
26 the outstanding balance that would be due on the commitment to purchase the remaining
27 2,833,988 pouches is \$4,307,661.76. 50% of this amount is equal to \$2,156,192.54.

28

20. In addition to the cancellation fee, Final Boss owes Mt. Mitchell in excess of \$80,000 for inventory produced but not yet invoiced and in excess of \$35,000 for products delivered and invoiced but not yet paid. In addition, Mt. Mitchell is entitled to recover its reasonable attorneys' fees and costs pursuant to the attorneys' fees provision contained in the Contract.

ALTER EGO AND AGENCY ALLEGATIONS

21. Mt. Mitchell is informed and believes that Final Boss is the alter ego of, and an agent for, Science. Science advertises itself as a venture capitalist and a startup incubator. Science holds itself out as an "active operator directly managing its portfolio companies, including Final Boss." In fact, Final Boss operates out of Science's offices.

22. Furthermore, the executives of Final Boss also serve dual roles within Science. For example, James Hicks is both the CEO of Final Boss and a Managing Director at Science. Similarly, Tommy Riggs is a Co-Founder of Final Boss and an Associate at Science. In addition, email correspondence from Final Boss to Mt. Mitchell often originated from Science domains and makes specific reference to Science.

23. For these and other reasons, Mt. Mitchell is informed and believes that Science exerts significant operational and financial control over Final Boss, rendering Final Boss a mere instrumentality of Science. A unity of interest and ownership exists to such an extent that the separate personalities of the corporations do not exist. Adherence to the fiction of a separate existence would sanction a fraud or promote injustice, making Science liable for the acts of Final Boss.

FIRST CAUSE OF ACTION

(Breach of Contract Against All Defendants)

24. Mt. Mitchell incorporates by reference the allegations contained in paragraphs 1 through 23 as though fully set forth herein.

25. The Contract is a valid and enforceable agreement. Implied into the Contract is a covenant of good faith and fair dealing.

27. Final Boss breached the Contract as alleged above. Final Boss also breached the covenant of good faith and fair dealing by purporting to terminate the Contract for improper purposes and for purely pretextual reasons in a blatant effort to avoid paying the cancellation fee to which Mt. Mitchell is entitled.

28. As a direct and proximate result of the breaches, Mt. Mitchell has suffered damages in an amount to be proven at trial, which amount exceeds \$2.25 million plus accrued interest at the rate allowed by the Contract, and an award of reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION

(Tortious Interference with Contract against Science)

29. Mt. Mitchell incorporates by reference the allegations contained in paragraphs 1 through 20 as though fully set forth herein.

30. A valid contract exists between Mt. Mitchell and Final Boss. As explained above, Science is liable for the damages caused by the breach because Final Boss and Science are alter egos. However, if Science and Final Boss are not alter egos, then Science is a stranger to the Contract. Under that alternative, Science is liable for tortious interference with the Contract.

31. Science knew of the existence of the Contract and the nature of the business relationship between Mt. Mitchell and Final Boss.

32. Science intentionally interfered with the contractual relationship between Mt. Mitchell and Final Boss by causing Final Boss to terminate the Contract, in bad faith and under false pretenses.

33. As a direct and proximate result of Science's tortious interference, Mt. Mitchell has been damaged in an amount to be proven at trial.

34. In doing the acts herein alleged, Science acted with recklessness, oppression, fraud, and/or malice, and Mt. Mitchell is, therefore, also entitled to exemplary and punitive damages according to proof.

PRAYER FOR RELIEF

WHEREFORE, Mt. Mitchell prays for judgment against Defendants, and each of them, as follows:

1. For general damages according to proof at trial;
2. For punitive damages according to proof at trial;
3. For prejudgment interest;
4. For reasonable attorneys' fees and costs of suit; and
5. For such other and further relief as the Court may deem just and proper.

DATED: September 5, 2025

MURPHY ROSEN LLP

By: 
David E. Rosen
Anujan Jeevaprakash
Attorneys for Plaintiff

MURPHY ROSEN LLP
100 WILSHIRE BOULEVARD, SUITE 1300
SANTA MONICA, CA 90401-1142
TELEPHONE 310-899-3300; FACSIMILE 310-399-7201

DEMAND FOR JURY TRIAL

Mt. Mitchell Sales, LLC d/b/a Mt. Mitchell Foods hereby demands a jury trial of all claims upon which it is entitled to a jury trial.

DATED: September 5, 2025

MURPHY ROSEN LLP

By: 
David E. Rosen
Anujan Jeevaprakash
Attorneys for Plaintiff

EXHIBIT A

MANUFACTURING CONTRACT

This Contract (this “Contract”) is made effective as of January 1, 2025 (the “Effective Date”), by and between Mt. Mitchell Sales, LLC (dba Mt. Mitchell Foods, LLC), of 3013 Bank Street, Charlotte, NC 28203 (“Mt. Mitchell”), and Final Boss Snacks, Inc., of 1447 2nd St, Suite 200 Santa Monica, Santa Monica, California 90401 (“Final Boss”).

1. PURPOSE OF CONTRACT. Final Boss is in the business of sales, marketing, and distribution of Final Boss Sour snacks. Mt. Mitchell agrees to produce, manufacture and package Final Boss’s product(s), hereinafter referred to as the “Goods”, in the quantity, price, and Specifications determined in this Contract, and either deliver such Goods to Final Boss or fulfill orders to Final Boss customers directly, at Final Boss’ discretion, as further described in this Contract. The relationship of the parties hereto is that of vendor and purchaser, and nothing in this Contract and no course of dealing between the parties shall be construed to create or imply a partnership or joint venture relationship between the parties.

2. MANUFACTURED ITEMS. Mt. Mitchell agrees to produce, deliver and sell, and Final Boss agrees to buy, the Goods in accordance with the terms and conditions of this Contract and each applicable purchase order executed by the parties. The initial Goods to be produced, delivered and sold over a twelve (12) month period commencing around January 1, 2025 are set forth on Addendum A. Final Boss may add new Goods to Addendum A from time to time subject to agreement with Mt. Mitchell. “Specifications” means the product specifications and recipes set forth in Addendum A or otherwise provided by Final Boss in writing to Mt. Mitchell in connection with a purchase order under this Contract.

See Addendum A to Manufacturing Contract

4. RETAIL PACKAGING Final Boss agrees to bear all costs associated with the provision and delivery of packaging materials required for the Goods to be manufactured by Mt. Mitchell. Any delay in the delivery of packaging materials by Final Boss to Mt. Mitchell shall not constitute a breach of this Contract, and Mt. Mitchell shall not be held liable or penalized for any such delays in packaging delivery. Final Boss acknowledges that timely delivery of packaging materials is essential for the production schedule, and any delays caused by packaging material delivery shall not affect the agreed-upon delivery schedule for the finished Goods. Following delivery by Final Boss of the packaging materials, Mt. Mitchell will ensure that the Goods are packaged in such materials in a manner that is: (i) in accordance with good commercial practice; and (ii) reasonably acceptable to common carriers for shipment. Mt. Mitchell will mark all containers and packaging with commercially reasonable lifting, handling and shipping information.

5. TITLE/RISK OF LOSS. Title to and risk of loss of goods shall pass to Final Boss upon delivery F.O.B. at Mt. Mitchell’s facility to an agent of Final Boss, including a common carrier, notwithstanding any prepayment or allowance of freight by Mt. Mitchell. Mt. Mitchell shall not be held responsible or liable for any damages, losses, or discrepancies occurring subsequent to delivery F.O.B. at Mt. Mitchell’s facility.

6. PAYMENT. Prices for the Goods are set forth on Addendum A. Payments will be made as follows: 50% prepaid to Mt. Mitchell prior to starting production and balance due to Mt. Mitchell as finished goods are completed and completion is verified by Mt. Mitchell and, if Final Boss requests to inspect the Goods in accordance with Section 11, the Goods are approved (i.e, not rejected) by Final Boss. Mt. Mitchell will provide Final Boss with daily updates on inventory and production and usually commercially reasonable efforts to work toward access to “InFlow” or other inventory management software. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 1.5 percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Final Boss shall pay all reasonable costs of collection, including without limitation, reasonable attorneys’ fees. In addition to any other right or remedy provided by law, if Final Boss fails to pay for the Goods when due, and does not cure such nonpayment within thirty (30) days from its receipt from Mt. Mitchell of notice of such nonpayment, Mt. Mitchell has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

7. ORDERING; DELIVERY.

Final Boss may order Goods by submitting purchase orders to Mt. Mitchell in writing or through electronic transmission. Each purchase order will reference this Contract and include relevant ordering information such as product name or other identifier, quantity, unit price, order recipient, delivery dates (which must be consistent with lead times agreed by the parties) and delivery locations, shipping and packaging instructions, and any Specifications applicable to the Goods. Mt. Mitchell will fulfill all such purchase orders in accordance with their terms. Except for the specific ordering information described in this section, any terms and conditions contained in a purchase order or in Mt. Mitchell’s delivery estimate, quotation or order acknowledgment forms that are inconsistent with or in addition to the terms and conditions of this Contract are hereby rejected by Final Boss, and will be deemed null and of no effect.

Mt. Mitchell will, at all times during the Term, maintain sufficient production capacity to be able to meet up to a fifty percent (50%) increase (following three (3) months’ written notice by Final Boss to Mt. Mitchell) in Final Boss’ orders for the Goods over the quantities stated in Addendum A.

Mt. Mitchell will commence production on the Goods under each purchase order no later than five (5) days following receipt of Final Boss’ initial 50% payment under such purchase order. Final Boss may cancel purchase orders any time before Mt. Mitchell has commenced production on such purchase order.

Time is of the essence in the performance of this Contract. Mt. Mitchell will promptly notify Final Boss in writing of any anticipated delay in meeting the production and delivery dates specified in the applicable purchase order stating the reasons for the delay. In the event that Mt. Mitchell has not delivered the Goods more than seven (7) days after such delivery dates then, without limiting Final Boss’ remedies under this Contract or otherwise, Mt. Mitchell will, at its election, have the right: (i) to take delivery of the Goods and recover damages from Mt. Mitchell equal to the difference between the purchase price and the market price of the Goods on the designated delivery date; or (ii) cancel the purchase order and procure substitute production of the Goods and receive

from Mt. Mitchell payment equal to the difference between the purchase price of the applicable Goods and the purchase price of the substitute Goods.

Neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Contract, except for the payment of money (except for bank failure), if such failure or delay is directly attributable to performance rendered impossible due to causes beyond its reasonable control, including civil riots or rebellion, war, fires, floods, earthquakes, electrical or utility outages, telecommunications or network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics or acts of God (“Force Majeure”) for so long as such Force Majeure is in effect. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event promptly but in all cases within two (2) business days of its occurrence. If performance is delayed over fifteen (15) days, the party not experiencing the Force Majeure may terminate this Contract.

Final Boss will arrange for pick up (where applicable) based on their inventory demands.

8. INDEMNITY AND INSURANCE; LIMITATION OF LIABILITY.

Mt. Mitchell agrees to indemnify, defend and hold harmless Final Boss, its affiliates, officers, directors, managers, employees, agents and representatives from and against any and all third-party actions, claims, suits, proceedings, judgments, losses, damages, costs and expenses (including attorneys’ fees) in connection with or arising out of (i) any failure of Mt. Mitchell to manufacture, produce and package the Goods in accordance with the Specifications as set forth in this Contract, provided that such failure was not caused by an act or omission of Final Boss, and (ii) any material breach of Mt. Mitchell’s representations, warranties or obligations contained in this Contract. Mt. Mitchell represents that it now has in force a valid comprehensive liability insurance policy in the amount of \$2,000,000.00 with a reputable insurer, and that the policy covers the risk of liability for defects in the Goods. Mt. Mitchell will not allow this insurance coverage to change (except to a greater coverage amount) or lapse during the Term.

Final Boss agrees to indemnify, defend and hold harmless Mt. Mitchell, its affiliates, officers, directors, managers, employees, agents and representatives from and against any and all third-party actions, claims, suits, proceedings, judgments, losses, damages, costs and expenses (including attorneys’ fees) in connection with or arising out of (i) the Specifications and any defects in the Goods so long as the Goods are manufactured, produced and packaged in accordance with the Specifications, (ii) any matter regarding nutritional claims associated with the Goods or matter alleging that any of the Goods infringe any patent, trademark, copyright or other intellectual property right of any person and (iii) any material breach of Final Boss’s representations, warranties or obligations contained in this Contract. Final Boss represents that it now has in force a valid comprehensive liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate with a reputable insurer, and that the policy covers the risk of liability for defects in the Goods. Final Boss will not allow this insurance coverage to change (except to a greater coverage amount) or lapse during the Term.

IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS CONTRACT TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY,

SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE PRICE PAID OR PAYABLE BY FINAL BOSS TO MT. MITCHELL UNDER THIS CONTRACT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO (A) LIABILITY ARISING FROM EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS CONTRACT; (B) EITHER PARTY'S VIOLATION OF INTELLECTUAL PROPERTY RIGHTS; OR (C) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS ABOVE.

9. WARRANTIES. Mt. Mitchell warrants that: (a) the Goods shall be manufactured, produced and packaged in accordance with the Specifications in a good and workmanlike manner; and (b) on the date delivered to Final Boss, Final Boss will acquire good title to the Goods, free and clear of all security interests, liens and other encumbrances (except as otherwise provided in this Contract). EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OF IMPLIED, WITH RESPECT TO THE GOODS OR SPECIFICATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each party shall notify the other within one (1) business day if the Goods, including any production lot, is subject to any correction and/or removal, including, but not limited to, a recall, market withdrawal or stock recovery, regardless of whether such correction and/or removal is initiated by Mt. Mitchell, Final Boss and/or any third party, including a regulatory agency. Mt. Mitchell will be responsible for, and will indemnify Final Boss for, any such recalls unless caused by an act or omission of Final Boss.

10. DISCLAIMER ON NUTRITIONAL CLAIMS: Mt. Mitchell hereby expressly disclaims any responsibility or liability for making any determination, representation, or warranty regarding the nutritional claims or information associated with the Goods produced under this Contract in adherence with the Specifications provided by Final Boss. Final Boss acknowledges and agrees that, except as expressly set forth in this Contract, Mt. Mitchell has not made any express or implied representations or warranties, nor has it conducted any independent assessment or verification concerning the accuracy, validity, or truthfulness of any nutritional claims, information or qualities related to the Goods or Specifications provided by Final Boss. Furthermore, Mt. Mitchell shall in no event be liable for any incidental, special, or consequential damages of any nature arising from or in connection with any alleged inaccuracies, discrepancies, or claims related to nutritional claims or information associated with the Goods (provided they are produced in adherence with the Specifications provided by Final Boss), even if Mt. Mitchell has been advised of the possibility of such damages. Final Boss acknowledges and agrees that Final Boss shall be solely responsibility for any and all matters and liabilities regarding the nutritional

claims associated with the Goods (provided they are produced in adherence with the Specifications provided by Final Boss) or Specifications, and within one hundred eighty (180) days following the execution of this Agreement, Final Boss shall obtain, at its expense, an independent assessment or verification by a reputable third-party consultant concerning the accuracy, validity or truthfulness of any nutritional claims related to the Goods or Specifications and provide a true and complete written copy of such assessment or verification to Mt. Mitchell. This provision explicitly clarifies that Mt. Mitchell has not made any determination or endorsement regarding nutritional claims, information or qualities associated with the Goods produced under this Contract or the Specifications provided by Final Boss. It under no circumstances absolves Mt. Mitchell from any liability or responsibility for any damages arising from such claims, to the extent arising from Mt. Mitchell's material manufacturing errors or any material deviations from or substitutions in the Specifications for the Goods provided by Final Boss (unless directed by Final Boss).

11. INSPECTION. Goods are accepted based on inspection and acceptance upon completion at Mt. Mitchell's facility. The parties hereby agree that (a) with respect to Goods to be delivered directly to customers, inspection will be determined by Mt. Mitchell; provided that Final Boss, upon reasonable request, may inspect a sample of the Goods to determine if the Goods conform to the Specifications under this Contract; and (b) with respect to Goods to be delivered to Final Boss, Final Boss may inspect the entire shipment to determine if the Goods conform to the Specifications. If Final Boss conducts an inspection and, in good faith, determines that all or a portion of the Goods are non-conforming to the Specifications, Final Boss may return the Goods to Mt. Mitchell at Mt. Mitchell's expense (and Mt. Mitchell will be responsible for and will pay all shipping costs in connection with shipping replacement Goods). Final Boss must provide written notice to Mt. Mitchell of the reason for rejecting the Goods. Mt. Mitchell will have thirty (30) days from the return of the Goods to remedy such non-conformances under the terms of this Contract; and subject to the following dispute resolution process, if Mt. Mitchell is unable to remedy such non-conformances, Mt. Mitchell will refund Final Boss for all amounts paid (without limiting any other remedies under this Contract or the law) and Final Boss may terminate this Contract. In the event Final Boss disputes the quality or conformity of the Goods received from Mt. Mitchell under this Contract, and Mt. Mitchell disagrees with Final Boss's assertion of non-conformance, both parties shall make reasonable efforts to resolve the dispute amicably through good-faith negotiations. Should the dispute remain unresolved after good-faith negotiations, both parties agree to engage a mutually acceptable independent third-party expert in the field of consumer packaged foods production to evaluate the alleged non-conformance. The determination made by the independent third-party expert regarding the alleged non-conformance with the Specifications shall be final and binding upon both parties concerning the quality and conformity of the Goods in question. Both parties agree to abide by the findings and recommendations provided by the independent expert absent manifest error. The independent third-party expert's fees and expenses shall be borne equally by Final Boss and Mt. Mitchell regardless of the findings. Notwithstanding anything to the contrary in this Agreement, any inspection or dispute resolution regarding the same shall be limited to an objective determination of whether the Goods conform to the Specifications under this Contract and shall not include subjective evaluations, such as level of sourness or other preferences.

12. DEFAULT The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure by either party to perform any material obligation required by this Contract within the specified time, subject to a grace period of fourteen (14) calendar days to cure such failure after receiving written notice of such failure from the other party.

b. (i) The voluntary or involuntary bankruptcy or other proceeding related to a party's liquidation or solvency, which proceeding is not dismissed within than sixty (60) days after its filing, (ii) a party's ceasing to do business in the normal course, or (iii) a party's making of an assignment for the benefit of creditors.

In the event of a material default by either party, the non-defaulting party shall have the right to pursue any and all available legal remedies provided by law or in equity, including but not limited to seeking damages, termination of the Contract, or seeking specific performance.

13. TERM; TERMINATION. This Contract will commence on the Effective Date and will continue in effect until the earlier of (a) twelve (12) months and (b) the achievement of the Annual Minimum Purchase Commitment (as defined in Addendum A), unless earlier terminated in accordance with the terms of this Contract (the "Initial Term"). Prior to the end of the Initial Term, the parties will negotiate in good faith the renewal of this Contract, the terms of which will include updated pricing, additional Goods SKUs, and any other terms relevant to such renewal term (each, a "Renewal Term", and together with the Initial Term, the "Term"). As part of such negotiations, the parties will discuss in good faith the inclusion of a right of first refusal for additional Goods SKUs that Final Boss may determine to produce, sell, market or distribute during any such Renewal Term.

In the event of a material default by either party, the non-defaulting party may, at its discretion, terminate this Contract by providing written notice to the defaulting party.

Upon termination, Mt. Mitchell shall complete any ongoing production and delivery obligations under this Contract, unless Mt. Mitchell is terminating due to Final Boss' uncured breach.

All provisions which by their nature are intended to survive the termination or expiration of this Contract will survive termination or expiration of this Contract for any reason.

The election of one or more remedies by a party shall not preclude the pursuit of any other available remedies. Any remedy pursued shall be without prejudice to such party's right to seek other available remedies in the future.

14. CONFIDENTIALITY. For purposes of this Contract, "Confidential Information" means and will include any information or materials regarding the disclosing party and its business, financial condition, products (including, in the case of Final Boss, the Goods), formulas, recipes, techniques, customers, suppliers, technology or research and development and pricing that is disclosed to the other party or to which the other party has access in connection with this Contract. Each party agrees to hold all Confidential Information of the other party in strict confidence, not to use it in any way, commercially or otherwise, except in performing its obligations under this Contract, and not to disclose it to others except for its agents and representatives on a need-to-know basis subject

to confidential treatment or if required by law or order (subject to using reasonable efforts to obtain a protective order for confidential treatment). Each party further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information. Upon termination of this Contract, each party will return to the other party all Confidential Information, and any other records, notes, documentation, and other items that were used, created, or controlled by Mt. Mitchell during the term of this Contract. A receiving party shall not have any obligations to preserve the confidential nature of any Confidential Information that (a) receiving party can demonstrate by competent evidence was rightfully in the receiving party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully provided to receiving party from a third party without, to the best of receiving party's knowledge, a duty or obligation of confidentiality; (d) is independently developed by the receiving party without use of the Confidential Information, as demonstrated by competent evidence; or (e) is disclosed by the receiving party with the disclosing party's prior written approval.

15. INTELLECTUAL PROPERTY. All improvements, modifications, formulas, recipes, processes, flavorings, colorings, tooling, inventions, products, designs, notes, documents, information, documentation, techniques, know-how, algorithms, Specifications, packaging, artwork, chemical samples, and other materials of any kind, in each case related to the Goods (other than any manufacturing processes generally applicable to Mt. Mitchell's business and not unique to the Goods), that Mt. Mitchell may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with its performance under this Contract ("Improvements and Work Product") will be the sole and exclusive property of Final Boss. Mt. Mitchell hereby irrevocably transfers and assigns to Final Boss, and agrees to irrevocably transfer and assign to Final Boss, all right, title and interest in and to the Improvements and Work Product, including all intellectual property rights therein. At Final Boss' request and expense, during and after the term of this Contract, Mt. Mitchell will assist and cooperate with Final Boss in all respects and will take such further acts reasonably requested by Final Boss to enable Final Boss to acquire, transfer, maintain, perfect and enforce its intellectual property rights and other legal protections for the Improvements and Work Product.

To the extent that Mt. Mitchell owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Final Boss of the rights assigned to Final Boss under this Contract (collectively, "Related Rights"), Mt. Mitchell hereby grants or will cause to be granted to Final Boss a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Final Boss to exercise all of the rights assigned to Final Boss under this Contract.

16. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in

writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

17. ASSIGNMENT. Neither party may assign or transfer this Contract without the requirement of prior written consent from the other party. However, either party may assign this Contract without such consent in connection with any merger, change of control or sale of the assigning party's business to which this Contract relates. Such assignment or transfer shall not release the assigning party from its obligations under this Contract, and the assignee shall assume all obligations under this Contract as if an original party hereto.

18. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

19. CANCELLATION BY FINAL BOSS. In the event Final Boss Snacks, Inc. wishes to initiate a cancellation of this Contract without mutual consent during the Initial Term, where such cancellation is for convenience and not for Mt. Mitchell's breach or default or other failure to perform its obligations under this Contract in a timely manner, Final Boss shall have the option to do so by providing written notice to Mt. Mitchell. In such a case, on the date of cancellation, Final Boss shall remit a cancellation fee equivalent to 50% of the outstanding balance for the Goods Commitment specified in Addendum A of this Contract that has not been produced or paid for up to the date of cancellation. Upon receipt of the cancellation notice and the payment of the aforementioned cancellation fee by Final Boss, Mt. Mitchell shall cease further production of the Goods specified in this Contract. Final Boss shall be relieved of further obligations and liabilities under this Contract, except for those explicitly stated to survive the termination or expiration of this Contract. The cancellation fee specified herein shall serve to compensate Mt. Mitchell for costs incurred, commitments made, and anticipated profits associated with the production of the Goods up to the date of cancellation. This provision regarding cancellation initiated by Final Boss shall prevail over any conflicting terms or conditions in this Contract.

20. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

21. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. DISPUTE RESOLUTION. In the event of a dispute arising from or relating to this Contract, the parties agree to first attempt to resolve the dispute through good-faith negotiations within a reasonable period. If the dispute remains unresolved after thirty (30) days, either party may seek recourse through binding arbitration. The arbitration shall take place in Los Angeles County, California and be conducted by a single arbitrator agreed upon by both parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures

and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator's decision shall be final and binding upon both parties, and the prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees and costs from the other party. Any legal action or proceeding brought to enforce or interpret the provisions of this Contract shall be exclusively resolved through arbitration, excluding actions seeking injunctive relief.

23. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

24. ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

25. HEADINGS. Headings used in this Contract are provided for convenience only and shall not be used to construe meaning or intent.

26. APPLICABLE LAW. This Contract shall be governed by the laws of the State of North Carolina.

27. AUTHORITY TO BIND: Each individual signing this Contract on behalf of their respective companies hereby represents and warrants that they have the full authority to execute and deliver this Contract on behalf of their company and to bind their company to the terms and conditions contained herein. Each party further acknowledges that the signing and execution of this Contract by their representative constitutes a legal, valid, and binding obligation of their company, enforceable against their company in accordance with the terms herein. This representation includes, but is not limited to, the authority to enter into contracts, incur obligations, and undertake commitments on behalf of their respective companies related to the subject matter of this Contract.

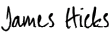
28. SIGNATURES. This Contract shall be signed on behalf of Final Boss Snacks, Inc. and on behalf of Mt. Mitchell Sales, LLC by authorized officers of each party.

DS DS DS
TR JE JH

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

For Final Boss Snacks, Inc.:

DocuSigned by:  84D5F0856C3B464 Thomas Riggs, Co-Founder	3/20/2025 Dated
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DocuSigned by:  CSAB00C3C209472 James Hicks, Co-Founder	3/20/2025 Dated
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For Mt. Mitchell Sales, LLC:

DocuSigned by:  57018241BE80449 Jeff Eckert, President	3/20/2025 Dated
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Addendum A to Manufacturing Contract

This Addendum A is made effective as of January 1, 2025, by and between Mt. Mitchell Sales, LLC (“Mt. Mitchell”) and Final Boss Snacks, Inc. (“Final Boss”). This Addendum modifies and supplements the Manufacturing Contract dated December 18, 2023, between the parties (the “Original Contract”).

The parties agree to the following additional terms:

1. Goods Pricing:

- Cranberry: \$0.50 per 1oz unit.
- Blueberry: \$0.72 per 1oz unit.
- Strawberry: \$0.78 per 1oz unit.
- Special Drops and Larger Bags: Pricing to be determined.
- Strawberry Mango (50% Strawberry, 50% Mango by weight): \$2.15 per 3.52oz bag
- Minimum run per SKU for roll stock is 20,000 bags.

2. Mango Dippers:

- Mango Dippers will be priced at \$2.03 per 3.52oz bag, subject to bag size approval.
- Mango content will not exceed 65 grams.
- Minimum run per SKU for roll stock is 20,000 bags.

3. R&D Costs and Lead Times:

- R&D costs will be \$1,000 per SKU for commercialization (in addition to the per unit pricing set forth above). Lead times for samples:
 - First round: 7 days
 - Second round: 3 days
 - Third round: 3 days

4. Lead Times for Purchase Order:

- Production will start immediately following Mt. Mitchell’s receipt of 50% deposits. Mt. Mitchell will fulfill (e.g. deliver to the carrier) all Purchase Orders submitted by Final Boss on the timelines set forth in such Purchase Orders, provided that in no event will such timelines require fulfillment within 14 days from receipt of Final Boss’ initial 50% deposits. Final Boss will pay the remaining 50% owed under each such Purchase Order following inspection and acceptance of the Goods in such Purchase Order (in accordance with Section 11 above).

6. Fulfillment and Storage:

- Fulfillment:
 - \$5.00 per direct to consumer order until monthly orders reach 10,000; \$1.58 per direct to consumer order after monthly orders reach and exceed 10,000.
 - \$25.00 per pallet for orders shipped to Final Boss or its commercial designee(s).

- FBA Fulfillment: \$25.00 per label (i.e. 20x20x20 box) includes pallet cost
- Storage: First 60 pallets free; \$10 per pallet thereafter, inclusive of handling.

7. Annual Minimum Purchase Commitment:

- Final Boss agrees to purchase 5 million pouches in 2025.
- If the total purchases fall short, Final Boss will pay a \$0.25 deposit per pouch for the shortfall, which will be deemed an advance on orders following the Initial Term, and payable in full if the Final Boss business shuts down or is sold.

8. New Pricing Terms:

- The above pricing begins with purchase orders issued on or after January 1, 2025. Pricing adjustments for slower manufacturing must be agreed upon by Final Boss prior to implementation.

9. Payment Terms:

Payment remains at 50% upon issuance of a purchase order, with balance due upon completion. Payment terms are tied to production scheduling to streamline operations.

10. Specifications:

Final Boss shall provide all Specifications for Goods to Mt. Mitchell prior to production.

All other terms and conditions of the Original Contract remain in full force and effect unless explicitly modified by this Addendum.